

Appendix 10:

Alliant Energy Master Interconnection Agreement

MASTER INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____ 20____ by and between <Interstate Power and Light Company>, or <Wisconsin Power and Light Company> ("Company") (a wholly owned subsidiary of Alliant Energy Corporation) and [Customer Name], ("Customer") its successors and assigns, for the interconnection and parallel operation of certain equipment to the distribution delivery system as designated in the appended Distributed Generation Interconnection Request ("Request") to this Master Interconnection Agreement pursuant to the following terms:

RECITALS

WHEREAS, Company owns and controls distribution and transmission structures, poles, equipment, and wires, ("System") for providing electrical services to Company's customers;

WHEREAS, Customer proposes to connect generating and interconnection equipment ("Facility") and to operate as such in parallel with the System and in conjunction therewith install and maintain equipment at the Point of Common Coupling ("PCC");

WHEREAS, Company is willing to permit the installation, maintenance, and parallel operation of said equipment at the PCC when, in the Company's sole judgment, such connection will not interfere with Company's System, service requirements, Company's customers, or with the service requirements of others lawfully using the System; and

WHEREAS, for purposes of this Master Agreement, Company's Interconnection Requirements are contained in the Company publication, <Technical Guidelines for Interconnection of Parallel-Operated Generation Connected to the Distribution System (revised 7/26/02)> <Wisconsin Distributed Generation Interconnection Guidelines (Draft 5.9 6/28/02)>.

NOW THEREFORE, in consideration of the mutual covenants contained in this Master Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF AGREEMENT

- a. This Agreement contains the terms and conditions upon which the PCC is to be connected, constructed and maintained in parallel on the Company distribution System, defined as distribution facilities rated below 34 kV, with and by Company and Customer.
- b. The Customer has submitted a Request on the form marked Exhibit A, attached hereto, and made a part hereof, when applying for permission to interconnection to Company's System. The Request shall provide Company with information necessary for a study of the PCC prior to permitting Customer to interconnect with the System. The original Request has been forwarded to Company along with an advance payment of the study fee as set forth in Schedule B of this Agreement. Customer shall provide Company with information showing the location of the PCC with respect to streets, alleys,

addresses and other geographical markings as well as all pertinent technical information. Company has reviewed said application in accordance with the terms of this Agreement. Each executed Request shall be a part of this Agreement. In the event of a conflict or inconsistency between the terms hereof and the terms of a particular Request, the terms of this Interconnection Agreement shall govern and control. Company may, at its sole option, conduct such studies, as Company deems reasonably necessary, to determine the PCC's suitability for Customer's intended connection.

2. INSTALLATION, OPERATION AND MAINTENANCE OF EQUIPMENT AND ASSESSMENT OF INTERCONNECTION COSTS

- a. Prior to commencement of installation, improvement, or construction to Customer's Facility, Customer must obtain Company's written approval of plans for installation or alteration work and the precise location of the Facility on the System. Company will respond to Customer's Request within sixty-five (65) days of receipt of a complete and accurate request for electrical access pursuant to this Agreement.
- b. Any installation, modification, rearrangement, relocation or removal necessary to allow Customer to make or maintain the Interconnection ("Work") must be performed at Customer's sole cost and expense ("Interconnection Costs"), in a good and workmanlike manner and in accordance with prudent utility industry practices. Work shall not adversely and materially affect the structural or other integrity of the System or any structure or facilities on the System. Company shall perform design of the Work and Interconnection to the System, at Customer's sole cost and expense. All Work performed by Company will be reimbursed at the actual costs including overheads. Customer shall pay one hundred (100%) percent of the estimated Interconnection Costs, as set forth in Exhibit C, to Company prior to Company scheduling and performing such Work. Any Interconnection Costs above the estimated Interconnection Costs shall be reimbursed to Company within thirty- (30) days of completion of such Work. Customer will be refunded within thirty- (30) days the difference between the actual Interconnection Costs and the estimated Interconnection Costs if such actual costs are less than the estimated costs.
- c. Customer's Facility shall be erected, installed, maintained and removed in accordance with the requirements and specifications of the National Electric Safety Code, Current Edition, or any revisions thereof, and other generally applicable engineering standards and in compliance with any applicable rules, regulations or orders now in effect or hereafter issued by any federal or state commission or any other public authority having jurisdiction thereover.
- d. The Company may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction and operation of the PCC. If any Review identifies any unapproved equipment or installation methods, PCC connection with the System shall be disconnected until Customer makes such changes so as to comply with the approved Request.

- e. The Customer must have the interconnection installation inspected and certified by a qualified technician for proper installation and operation of the interconnection protective devices.
- f. The Company may conduct on-site verifications of the Facility and observe the performance of verification testing within a reasonable period of time after receiving a written request from the Customer to begin producing energy in parallel with the System. The Company requires a minimum of two (2) weeks notice of upcoming tests, and reserves its right to accept or reject the request consistent with the Interconnection Requirements, based upon the verification test results.
- g. Any inspection and approval by the Company does not constitute a warranty or relieve the Customer of responsibility for the operating condition or installation of the equipment and may not be relied upon by the Customer for that purpose.
- h. If emergency repairs are needed to protect persons, or property, or to allow safe use of the System, the Company or its contractors may immediately correct the safety or use problem on Customer's Facility without notice to Customer, even if a full repair cannot be made at that time.

3. USE

- a. Customer must, at Customer's sole expense, comply with all laws, orders, ordinances regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, but not limited to, the Federal Energy Regulatory Commission ("FERC"), the Occupational Safety and Health Administration ("OSHA"), the National Electric Safety Code ("NESC") and the National Electrical Code ("NEC"), and Company's Interconnection Requirements as they relate to the operation, of Customer's equipment and the use of Company's System.
- b. Customer shall, at its own expense, make and maintain its interconnection in safe condition and in thorough repair and in a manner suitable to Company so as not to conflict with the use of said System by Company or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon by Company. Notwithstanding the above, all installation, construction, maintenance and removal of Customer's equipment on Company's System may be, at Company's sole option, performed by Company. All maintenance, construction and repairs performed by Company will be reimbursed at the actual costs, including overheads. Making or maintaining a connection safely may require taking equipment or facilities out of service. Company will determine if an equipment outage is required and will notify Customer of the outage. Such an outage may not interfere with Company's service requirements or the service requirements of other Company customers.
- c. Customer agrees to assume all risk of loss and to defend, indemnify and hold Company, its officers, directors, employees and agents harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage of third parties or employees of both parties and employees of Subcontractors,

occasioned wholly or in part by any act or omission of Customer or its Subcontractors or of anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, resulting from or arising out of the this Agreement. Further, Customer agrees to assume all risk of loss and to defend, indemnify and hold Company, its officers, directors, employees and agents harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage of third parties or employees of both parties and employees of Subcontractors, occasioned wholly or in part by any act or omission of the Customer, its Subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable which cause or create pollution, contamination or adverse effects on the environment, due to, but not limited to, the disposal, discharge, escape, dispersal, release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or hazardous substances as defined under applicable state law, into the atmosphere, or on, onto, in or into the surface or subsurface soil, groundwaters, or surface waters.

- d. For purposes of this Agreement, Company shall not be liable to Customer for any indirect, special, or consequential damages (other than death or bodily injury), including but not limited to loss of profits or revenue or down time costs.
- e. No use, however extended, of Company's System, or any payments made under this agreement or other action of Customer shall create or vest in Customer any ownership or property rights in Company's System or associated equipment, but Customer's right herein shall be and remain such as establishes a mere permit under the terms of this Agreement. In the event Company changes its System such that Customer's connection is affected, Company shall allow Customer, after completion of another Study, access to make compatible use of Company's System. Customer is responsible for one hundred (100%) percent of the costs associated with such Study and any resulting required System modifications, in accordance with Sections 1 and 2 of this Agreement.
- f. Company shall not be liable to Customer or its customers, under this Agreement, for any interruption to service of Customer or for interference with the operation of Customer's equipment arising in any manner out of the use of such System hereunder.

4. TERM

This Agreement and all Requests shall terminate on *[Month, Day]*, 20 . The initial term of any Request shall be for five (5) years commencing on the date of approval by Company of the Request. The Term of the Request may be automatically renewed for five- (5) year periods unless Customer provides Company notice of non-renewal not less than ninety- (90) days prior to the expiration of the Request. Under no circumstance, shall a Request extend more than twenty (20) years, which is *[Month, Day]*, 20 .

5. FEES

- a. Customer shall pay Company the estimated Interconnection Costs per Exhibit C. Payments will be sent directly to Company at *[Select Location]*.

- b. Company will not commence Interconnection Work above until payment for estimated Interconnection Costs has been received.

6. DISCONNECTION

- a. Emergency Disconnection: The Company may disconnect the Facility, without prior notice to the Customer (i) to eliminate conditions that constitute a potential hazard to Company, its personnel, other customers or the general public; (ii) if pre-emergency or emergency conditions exist on the Company system; (iii) if a hazardous condition relating to the Facility is observed by a utility inspection; or (iv) if the Customer has tampered with any protective device. The Company shall notify the Customer of the emergency if circumstances permit.
- b. Non-Emergency Disconnection: The Company may disconnect the Facility, after notice to the responsible party and if the conditions permit, with a reasonable time to correct, if (i) the Customer has failed to make available records of verification tests and maintenance of verification test and maintenance of his protective devices; (ii) the Facility interferes with Company equipment or equipment belonging to other customers of the Company; (iii) the Facility adversely affects the quality of service of other customers.
- c. Other: In the event Customer should make any connection to Company's System without first having applied for and been granted approval as provided in Section 1 hereof, Company shall have the right to summarily, and without notice to Customer, disconnect and remove such equipment at the sole cost and expense of Customer and without any liability thereof.

7. ACCESS

- a. Company shall grant to Customer access to Company's System in accordance with all rules, tariffs, regulations approved by the Federal Energy Regulatory Commission ("FERC"), and any state regulatory commissions with jurisdiction of the Parties, as well as any and all other applicable State, Federal or local laws, rules, orders, regulations or other applicable laws.

The Company shall have access to the disconnect switch of the Facility at all times. At reasonable hours and upon reasonable notice consistent with Section 2 of this Agreement, or at any time without notice in the event of an emergency (as defined in Section 6), the Company shall have access to the Customer's premises.

- b. The Company shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency and obtain the assistance of the Company. For the purpose of allowing access to the premises, the Customer shall provide the Company with the name and telephone number of a person who is responsible for providing access to the Customer's premises.
- c. If necessary for the purposes of this Agreement, the Customer shall allow the Company access to the Company's equipment and facilities located at the Customer's premises. To the extent that the Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Customer under this

- b. In the event of a condemnation of any portion of Company's System, including without limitation a transfer of the System thereof by consensual deed in lieu of condemnation, then the Request for the condemned System will terminate immediately, without further liability to either party under this Agreement. Customer is entitled to pursue a separate condemnation award, including an award for relocation expenses, from the condemning authority or to request substitute PCC, if available, subject to the Request terms of this Agreement.

10. ASSIGNMENT

Customer may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed, except that Customer may assign this Agreement in the event of merger, consolidation or sale of substantially all of its assets, provided written notice of such assignment is provided to Company at least thirty (30) days prior to such assignment. In the event Customer assigns this Agreement to a successor-in-interest, Company may require proof of credit worthiness of such Customer assignee. Company may assign this Agreement, lease, license or transfer any portion of the System provided that such assignment, sale, lease, license or transfer is subject to the terms and conditions of this Agreement and the applicable Request. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented to assigns.

11. DEFAULT, TERMINATION AND REMEDIES

- a. The occurrence of any one or more of the following events constitutes an "event of default" by Customer under the applicable Request:
 - 1) If Customer fails to pay any Fee or other sums payable by Customer for the applicable PCC within thirty- (30) business days of Customer's receipt of written request for payment; or
 - 2) Any equipment connected to the System by Customer, is in violation of any of the terms of this Agreement or the standards incorporated herein or unreasonably interferes with any equipment located on the System and Customer fails to resolve such interference problem in a reasonable time after receiving written notice specifying the alleged interference;
 - 3) Any equipment placed on the System by Customer unreasonably interferes with Company's ability to improve, modify or reconfigure its electric transmission or distribution system as needed to meet its obligation to provide electric service and Customer fails to resolve such interference problem within a reasonable time after receiving written notice specifying the alleged interference; Customer fails to comply with an upgrade in the Interconnection Requirements or to correct a safety deficiency within ten (10) days.
 - 4) If an event of default occurs after expiration of all applicable notice and cure periods, while Customer remains in default, Company (without notice or demand except as expressly required above) may terminate the applicable Request, in which event Customer will immediately surrender the applicable PCC to Company. Customer will become liable for damages equal to the total

of the actual costs including all overheads, of returning the System to normal, plus interest thereon at the Past Due Interest Rate from the date due until paid; and all other sums of money and damages owing by Customer to Company. Nothing in this Section shall be construed to limit Company's rights to disconnect a Customer from parallel operation pursuant to Section 6.

- b. In addition to any other rights to terminate this Agreement Company has the right to terminate a Request and all of Customer's rights to the PCC upon thirty- (30) days prior written notice to Customer if Company is prohibited by any law or action of any governmental entity from continued use of the System during the term of this Agreement.
- c. Customer may at any time disconnect and/or remove its equipment from the System and terminate this Agreement provided that it gives Company thirty- (30) days written notice prior to removal and termination. No adjustment, prorated amount or refund of any pre-paid or otherwise submitted payments will be due on account of such removal. Should Customer thereafter again wish to make connection to such System, it shall make application and receive approval therefore, as provided in Section 1 hereof. Upon termination of this Agreement the Facility will be disconnected from the Company's electric System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

12. GENERAL PROVISIONS

- a. Agreement. This Agreement and each Request constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement or any Request must be in writing and executed by authorized representatives of both parties. Nothing herein affects the Company's obligations or Customer's rights to receive electric service at retail pursuant to the applicable tariffs.
- b. Non Waiver. The failure of a party to insist on or enforce, in any instance, strict performance by the other of any of the terms of this Contract, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.
- c. Notice. Any notice or demand required to be given in this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other parties set forth below:

Company: <Interstate Power and Light Company><Wisconsin Power and Light Company>

Name
Title
Department
Address
Address

Customer:

Name
Title
Department
Address
Address

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier or five (5) business days following deposit in the United States mail addressed as required above. Company or Customer may from time to time designate any other address for this purpose notice to the other party.

- d. Environmental Matters. Customer's use of any substances constituting environmental hazards must comply with all applicable laws, ordinances, and regulations governing such use. Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Facility during the term of this Agreement.
- e. Force Majeure. It is understood that at times unavoidable delays result from causes which may reasonably be presumed to be beyond the control of the parties Company, such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs. Should either party be prevented from performance (except for payment obligations) under this Agreement at any time for such causes, the party experiencing the delay shall at once notify the other party in writing of the occurrence, in order that a record of the same may be made. Extension of time for the completion of the performance hereunder shall not to exceed the actual number of days such unavoidable delays accrued. Both parties shall in good faith use such effort as is reasonable under all the circumstances known to that party at the time to remove or remedy the cause(s) and mitigate the damages.
- f. Counterparts. The parties may sign this Agreement in counterparts hereto.
- g. Confidentiality. The parties recognize and acknowledge that certain information considered to be proprietary or confidential by each, including but not limited to contractual information, trade secrets, computer codes, formulas, methods, inventions and devices that are or may be in the future developed, used by or in the possession of a party constitutes a valuable, special and unique asset of that party. Neither party shall, without written permission of the other, disclose such proprietary or confidential information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. In the event of a breach or threatened breach by a party of the provisions of this Paragraph, the non-breaching party shall be entitled to an injunction restraining the other party from so doing. Nothing herein shall be construed as

prohibiting a party from pursuing any other remedies available to it for breach of this Paragraph.

- h. Governing Law. Any disputes not settled by management of the parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association for the Arbitration of Commercial Disputes. Customer's obligation to perform under this Agreement shall remain in effect during the resolution of disputes.

The laws of the state of <Iowa> <Wisconsin> shall govern claims arising out of Work performed under this Agreement with venue lying in <Linn><Dane> County <Iowa><Wisconsin>.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CUSTOMER

INTERSTATE POWER & LIGHT COMPANY

or

**WISCONSIN POWER & LIGHT COMPANY
(a wholly owned subsidiary of Alliant Energy Corporation)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A: DISTRIBUTED GENERATION INTERCONNECTION REQUEST

**SCHEDULE B: FEES FOR ENGINEERING STUDY OF REQUESTED DISTRIBUTED
GENERATION INTERCONNECTION**

SAMPLE

Customer Name
Address
City and State

Date

Dear _____:

We have reviewed your Distributed Generation Interconnection Request.

The nature of your proposed generating equipment and the characteristics of the Alliant Energy electric system in the vicinity require that a detailed engineering study be conducted. This will enable Alliant Energy to respond properly to your Request. Completion of this study is a requirement to allow interconnection of your generator to the Alliant Energy electric system. This effort will take approximately ____ days.

There will be a fee of \$_____ associated with the study effort. The results of the study are unknown at this time. Additional investment in Customer-owned or Company-owned facilities may be recommended in the study report. You will receive a copy of the report and will be billed for the study fee above..

Please signify your acceptance of the study terms specified in this letter by signing on the line set forth below and by returning one fully executed original to me.

Sincerely,

Title
Alliant Energy

For CUSTOMER

By _____

Title _____

EXHIBIT C: INTERCONNECTION COSTS

I. EQUIPMENT AND RELATED WORK TO BE PERFORMED BY CUSTOMER AT CUSTOMER'S COST OVER AND ABOVE ITEMS DOCUMENTED BY CUSTOMER IN EXHIBIT A

EXHIBIT C: INTERCONNECTION COSTS

II. EQUIPMENT AND RELATED WORK TO BE PERFORMED BY COMPANY AT CUSTOMER'S COST OVER AND ABOVE ITEMS DOCUMENTED BY CUSTOMER IN EXHIBIT A